

# EXHIBIT 2

The Honorable Cindi Port

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

KEN HOFSCHULTE, et al.,

Plaintiffs,

v.

KING COUNTY FIRE CHIEFS  
ASSOCIATION, et al.,

Defendants.

CASE NO. 21-2-14749-2 SEA

DECLARATION OF JAMES LOPEZ

I, James Lopez, declare and state:

1. I am currently the City of Kirkland's ("the City's") Deputy City Manager for External Affairs, over 18 years of age, and competent to testify and make this statement upon personal knowledge and records maintained by the City.

2. I have been employed by the City since 2011. I have been in my current role since March 2021, when that position of Assistant City Manager I had served in since February 2018 was reclassified. For the period July 2021 through November 30, 2021, I was also Acting Human Resources Director. Prior to becoming the Assistant City Manager, I served as Director of Human Resources and Performance Management for the City of Kirkland. I have also served as Senior Advisor to the Deputy Secretary at the Department of Housing and Urban Development, Director of the Office of Strategic Planning and Performance Management for King County, and as Deputy Chief of Staff to King County Executive Ron Sims.

DECLARATION OF JAMES LOPEZ - 1

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1           3.       On August 9, 2021, Governor Jay Inslee issued Proclamation 21-14, which required  
 2 health care providers, among others, to be fully vaccinated with a recommended COVID-19 vaccine  
 3 by October 18, 2021, as a condition of employment ("Vaccine Proclamation"). The Proclamation  
 4 required covered employers to verify the vaccination status of all employees falling within the  
 5 scope of the Vaccine Proclamation, absent an exemption based upon an employee's inability to  
 6 become fully vaccinated due to a disability or sincerely held religious belief.

7           4.       On that same date, City Manager Kurt Triplett sent an email to all Kirkland  
 8 employees regarding the mandatory vaccination announcements by the Governor, King County  
 9 Executive Dow Constantine, and Seattle Mayor Jenny Durkan. The message informed employees  
 10 that the City had not yet decided whether to make vaccines mandatory for all City employees,  
 11 explaining:

12           The Executive leadership team has considered mandatory  
 13 vaccinations at several key points over the past year. We have  
 14 prioritized education and incentives for vaccination instead. Those  
 15 strategies have worked fairly well. Of the Kirkland employees  
 16 eligible for the vaccine incentives, 74% have provided verification to  
 17 HR and qualified for the incentives as of August 2.

18           However, there are still several hundred full time, part-time and  
 19 temporary Kirkland employees who have not submitted vaccination  
 20 verification to HR. We don't know whether these employees are  
 21 vaccinated or not. We recognize that there are those who cannot get  
 22 vaccinated. We understand that this is an intensely personal choice  
 23 for individuals and their families. But as the Delta variant spreads  
 24 quickly throughout the nation, the unknown vaccination gap may also  
 25 become a concerning public health risk for both employees and  
 26 members of the public.

27           A true and correct copy of Mr. Triplett's August 9, 2021 email is attached hereto as Exhibit 1. As  
 28 of August 9, 2021, approximately 14.5% of the City's Firefighter/EMTs had submitted vaccination  
 29 verification.

30           5.       As part of the leadership team in the City Manager's Office, I participated in  
 31 discussions regarding the applicability of the Vaccine Proclamation to the City's Firefighter/EMTs,

1 and in the development of policies and procedures with respect to the implementation of the  
2 vaccination requirements at the City. I was also involved in the development of management's  
3 positions in negotiations with the union representing Firefighter/EMTs, the Kirkland Professional  
4 Firefighters, International Association of Fire Fighters, Local 2545 ("IAFF") regarding the effects of  
5 the vaccination requirement, and participated in negotiations with the IAFF regarding the same. At  
6 an August meeting with the City's representatives, the IAFF initially proposed that the City should  
7 use a simple form for employees to request exemptions on religious grounds and suggested wearing  
8 N95 masks and gloves would be appropriate accommodations.

9         6. On August 20, 2021, the Governor issued an amendment to the Vaccine  
10 Proclamation (Proclamation 21-14.1). The Amended Vaccine Proclamation provided that  
11 employers were prohibited from providing accommodations to those who requested exemptions  
12 based on religious grounds "Without conducting an individualized assessment and determination of  
13 each individual's need and justification for an accommodation; i.e., 'rubberstamping'  
14 accommodation requests." A true and correct copy of Amended Proclamation 21.14.1 is attached  
15 hereto as Exhibit 2.

16         7. It is the policy of the City of Kirkland, as set forth in the City of Kirkland  
17 Administrative Policy Manual 4-45, to promote and assure equal opportunity based on ability and  
18 fitness to all persons regardless of race, sex, marital status, pregnancy or family status, color, creed  
19 or religion, national origin, age, veteran (*or military*) status, sexual orientation, gender identity,  
20 HIV/AIDS and Hepatitis infection status, genetic information or the presence of any sensory,  
21 mental or physical disability or any other status protected by law. The City's commitment to equal  
22 employment opportunity includes providing reasonable accommodations for employees' religious  
23 beliefs, where doing so would not impose an undue burden on the City's operations.

24         8. The City decided that the Human Resources Department staff would evaluate any  
25 requests for exemption from the vaccination requirement and work with Fire Department  
26 operational staff to identify any accommodations. Angela Southworth, then Interim Human

Resources Manager, was tasked with evaluating any requests for exemption from the COVID-19 vaccination requirement, working with Fire Department operational staff to identify an appropriate accommodation, and memorializing any accommodation agreements.

9. As of October 18, 2021, the City of Kirkland's Human Resources Department had received a total of 19 exemption requests from current Firefighter/EMTS, all religious based. In total these requests represent approximately sixteen (16) percent of Kirkland Fire Department employees. The City had also received one religious exemption request from a firefighter candidate who had a conditional offer of employment from the City.

10. I also participated in deliberations with the Kirkland Fire Department's leadership, with the support of the City Attorney's Office, in evaluating possible reasonable accommodations the City might consider for Firefighter/EMTs who were exempt from the vaccination requirement on religious or medical grounds. Ideas we considered in August 2021 included wearing of N95 masks, use of rapid COVID tests at the beginning of every shift, assignment of all unvaccinated Firefighter/EMTs to a single station, and re-evaluating any protocols every two weeks. As late as September 22, 2021, the City continued to consider whether there were protocols short of vaccination it could use to adequately reduce the risk unvaccinated Firefighter/EMTs would pose to their co-workers and to the public they serve when providing patient care.

11. Employees seeking religious exemption were asked to complete and submit to Human Resources a "Religious Accommodation Request Form/Request for Exemption from COVID-19 Vaccination" form. The form asked employees to provide a personal statement detailing the religious basis for their vaccination objection. In September 2021, the form identified the following potential accommodations:

1. The City will allow an employee working a 24-hour shift to continue in such an assignment with the following requirements:
  - a. N95 worn at all times, including when sleeping.
  - b. POCCT at the beginning of every shift (once every 48-hour period).

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1 c. Strict adherence to current KCEMS, King County Fire Chiefs, and/or KFD  
2 practices as they relate to social distancing, self-checks/symptom monitoring, point-  
3 of-care testing, and station and apparatus decontamination.

4 d. Possibility that employee will be assigned to a different station or 24-hour shift.

5 2. The City will allow an employee to choose leave-without-pay (unpaid leave of absence)  
6 as an accommodation.

7 3. The City will allow an employee to choose a change of assignment to a 40-hour  
8 workweek shift.

9 Employees were asked to indicate which accommodation they would prefer. They were also  
10 informed they could request alternative accommodations, "which the City will consider on a case-  
11 by-case basis."

12 12. Based on Amended Proclamation 21-14.1, Ms. Southworth conducted an  
13 individualized assessment and, in conjunction myself and the City Attorneys Office, made and  
14 individualized determination of each individual's need and justification for an accommodation. Ms.  
15 Southworth documented her meetings with each Firefighter/EMT in a "City of Kirkland Religious  
16 Exemption Interactive Meeting" form. A true and correct copy of the form is attached hereto as  
17 Exhibit 4.

18 13. On September 23, 2021, we received a copy of the letter from Dr. Thomas Rea,  
19 Medical Program Director for King County EMS and Dr. Michael Sayre, Medical Director of the  
20 Seattle Fire Department, in which they provided their recommendation that "EMS agencies require  
21 full vaccination against SARS-CoV-2 [COVID-19] in order to provide direct patient care." As the  
22 City's Firefighter/EMTs are licensed by King County EMS, the recommendation of the Medical  
23 Directors carries significant weight to City management.

24 14. As a result, the City decided that it could not accommodate unvaccinated  
25 Firefighter/EMTs in patient care roles and substantially commingling with vaccinated firefighters.  
26 In addition to the recommendation from Drs. Rea and Sayre to require vaccination for those

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1 providing patient care, factors the City considered included the costs and health risks from  
2 unvaccinated Firefighter/EMTs commingling in stations with vaccinated workers; communications  
3 from other jurisdictions with whom the City has mutual aid agreements that they would not work  
4 with unvaccinated City Firefighter/EMTs; and the risks of liability if COVID-19 transmission was  
5 linked to an unvaccinated Firefighter/EMT.

6 15. After the City decided that it could not accommodate unvaccinated Firefighter/EMTs  
7 in patient care roles or assignments that involved sleeping in stations, Fire Chief Joe Sanford  
8 affirmed the Fire Department's commitment to identifying accommodations for any  
9 Firefighter/EMTs who sought exemptions from the vaccination requirement on religious or medical  
10 grounds. The Fire Department identified work that unvaccinated Firefighter/EMTs could do to  
11 support the Department's work, including inspections and maintenance of tools and PPE. The  
12 Department also revised the shift-staffing schedule for Firefighter/EMTs at the City's five fire  
13 stations to provide coverage while allowing unvaccinated Firefighter/EMTs to work a 40-hour  
14 schedule that would not require them to commingle at a station with other employees.

15 16. The City provided accommodations for all Firefighter/EMT employees who asked to  
16 be exempt from the vaccination requirements based on a sincerely held religious belief and  
17 continued to request exemption throughout the process.

18 **Accommodation of Firefighter/EMT Erik Gustafson:**

19 17. Firefighter/EMT Erik Gustafson requested an accommodation for his religious  
20 objection to the COVID-19 vaccine. A true and correct copy of Mr. Gustafson's September 24,  
21 2021 Religious Accommodation Request Form is attached hereto as Exhibit 5. In his September  
22 2021 interactive process meeting, he informed Ms. Southworth that his requested accommodation  
23 was: "#1 – to stay on shift, wants to keep position." A true and correct copy of the City of Kirkland  
24 Religious Exemption Interactive Meeting form for Mr. Gustafson is attached hereto as Exhibit 6.

25 18. On Friday, October 1, Ms. Southworth wrote to Mr. Gustafson to inform him:  
26



As a result of medical director recommendations and other considerations, your preferred accommodation is no longer an available option. City management has been in negotiation with your union leadership regarding other accommodation options, in particular moving accommodated firefighters to various day-shift duties, and we are continuing to work out specifics of those transitions. In the meantime, Fire Administration is actively planning for these day-shift positions, including working to prepare and locate space and equipment. In order to timely and effectively plan, we need to determine how many accommodated firefighters want to select moving to day-shift duties as their updated preferred accommodation. The other available accommodation option is to take an unpaid leave of absence beginning on October 18, 2021.

Mr. Gustafson wrote back on October 5, 2021, to inform Ms. Southworth, "I prefer to switch to day-shift duties." A true and correct copy of the email exchange between Ms. Southworth and Mr. Gustafson is attached hereto as Exhibit 7.

19. Following an interactive process, where Mr. Gustafson requested modifications to the day-shift accommodation agreement provided by the City, Mr. Gustafson was granted an exemption from mandatory COVID-19 vaccination and assigned to a day-shift position in which his primary duties included ED curriculum and training materials, and FirstWatch QI. The accommodation was implemented effective October 19, 2021, and approved through December 31, 2021, with possibility of extension. A true and correct copy of the October 13, 2021 Reasonable Accommodation Agreement signed by Mr. Gustafson and the City is attached as Exhibit 8.

**Accommodation of Firefighter/EMT Jesse Disch:**

20. Firefighter/EMT Jesse Disch requested an accommodation for his religious objection to the COVID-19 vaccine. He initially asked to be allowed to "continue with current station masking & social distancing directive." A true and correct copy of Mr. Disch's September 3, 2021 Religious Accommodation Request Form is attached hereto as Exhibit 9. In his September 2021 interactive process meeting, he informed Ms. Southworth, "Had COVID in Dec and natural immunity, does not think he needs an accommodation. Would take option 1." A true and correct



1 copy of the City of Kirkland Religious Exemption Interactive Meeting form for Mr. Disch is  
 2 attached hereto as Exhibit 10.

3 21. Washington's Department of Health ("DOH") specifically answered the question  
 4 regarding the effectiveness of natural immunity as follows:

5 I have had COVID-19 and believe I have natural immunity. Do I still  
 6 have to be fully vaccinated? Yes. The proclamation does not provide  
 7 an exemption for individuals who have previously been infected with  
 8 COVID-19. Experts do not yet know how long you are protected from  
 9 getting sick again after recovering from COVID-19 and recommend  
 10 getting vaccinated regardless of whether you already had COVID-19.  
 People are able to get sick with COVID-19 again after they've already  
 had it. Studies have shown that vaccination provides a strong boost in  
 protection in people who have recovered from COVID-19.

11 <https://www.doh.wa.gov/Portals/1/Documents/1600/coronavirus/505-160->

12 [VaccinationRequirementFAQs.pdf](#). Current public health guidance indicates that vaccination offers  
 13 stronger protection than immunity than comes from having had COVID-19. *See, e.g.,*

14 <https://www.cdc.gov/media/releases/2021/s0806-vaccination-protection.html>;

15 <https://www.nebraskamed.com/COVID/covid-19-studies-natural-immunity-versus-vaccination>.

16 22. As with Mr. Gustafson and all other Firefighter/EMTs requesting accommodation,  
 17 on Friday, October 1, Ms. Southworth wrote to Mr. Disch to inform him that his preferred option to  
 18 remain on shift was no longer available, but that he could select to move to day-shift duties or take  
 19 an unpaid leave of absence beginning on October 18, 2021. Mr. Disch replied on October 8, 2021,  
 20 to inform Ms. Southworth that he wanted to select the day-shift accommodation. True and correct  
 21 copies of October 2021 email exchanges between Ms. Southworth and Mr. Disch are attached  
 22 hereto as Exhibit 11.

23 23. Ms. Southworth subsequently sent Mr. Disch an accommodation agreement outlining  
 24 the requirements of the proffered day-shift accommodation. Upon reviewing the initial agreement,  
 25 Mr. Disch replied requesting several modifications, including, among other things, removal of the  
 26

1 requirement for subsequent vaccination if a vaccine was released that did not involve use of fetal  
2 stem cells in development, production, or testing; modification to allow interaction with shift  
3 firefighters so that he could properly repair gear; modification to allow a flex schedule so that he  
4 could repair academy gear on weekend; a change to his assigned location so that he could use  
5 equipment in a specific building; and a change to remove the N95 masking requirements. *Id.*

6 24. Ms. Southworth responded to address each of Mr. Disch's requests or concerns, and  
7 she provided a revised agreement that removed the subsequent vaccine requirement portion of the  
8 accommodation. Ex. 11. Mr. Disch requested additional modifications to the day-shift  
9 accommodation agreement provided by the City. *Id.* Fire Administration confirmed that the  
10 requested changes were acceptable and that flex time would be helpful and operationally necessary  
11 for Mr. Disch's duties. As a result, Ms. Southworth sent Mr. Disch a second revised agreement on  
12 October 19. *Id.*

13 25. Following the interactive process, Mr. Disch was granted an exemption from  
14 mandatory COVID-19 vaccination and assigned to a day-shift position in which his primary duties  
15 were PPE repair and inventory, PFT-related policy, and inspections. The accommodation began on  
16 October 19, 2021, and was initially approved through December 21, 2021, with the possibility of an  
17 extension. A true and correct copy of the Reasonable Accommodation Agreement signed by Mr.  
18 Disch on October 19, 2021 is attached as Exhibit 12.

19 **Accommodation of Firefighter/EMT Mario Magnotti:**

20 26. Firefighter/EMT Mario Magnotti requested an accommodation for his religious  
21 objection to the COVID-19 vaccine. A true and correct copy of Mr. Magnotti's September 24, 2021  
22 Religious Accommodation Request Form is attached hereto as Exhibit 13. In his September 2021  
23 interactive process meeting, he informed Ms. Southworth that his requested accommodation was:  
24 "#3 – consider 40 work week shift." A true and correct copy of the City of Kirkland Religious  
25 Exemption Interactive Meeting form for Mr. Magnotti is attached hereto as Exhibit 14.  
26

1           27. As with the other Firefighter/EMTs requesting accommodation, on Friday, October  
2 1, Ms. Southworth wrote to Mr. Magnotti to inform him that his preferred option to remain on shift  
3 was no longer available, but that he could select to move to day-shift duties or take an unpaid leave  
4 of absence beginning on October 18, 2021.

5           28. Upon reviewing the initial day-shift accommodation agreement, Mr. Magnotti  
6 replied requesting several modifications to the agreement, including, among other things, removal  
7 of the requirement for subsequent vaccination if a vaccine was released that did not involve use of  
8 fetal stem cells in development, production, or testing; removal of the requirement to wear a class B  
9 uniform; and modification to allow a flex schedule because he lived approximately two hours away.  
10 He also requested further information on the leave without pay accommodation option.

11           29. Ms. Southworth responded to Mr. Magnotti, addressing his questions, concerns, and  
12 requests. True and correct copies of the email exchange between Ms. Southworth and Mr. Magnotti  
13 are attached hereto as Exhibit 15. Based on Mr. Magnotti's requests, several changes were made to  
14 the accommodation agreement offered to Mr. Magnotti. Ms. Southworth and Mr. Magnotti  
15 exchanged several other emails, and Mr. Magnotti elected to stay on the leave without pay option  
16 until the IAFF and the City had concluded negotiations with a formal MOU. *Id.*

17           30. On November 13, Mr. Magnotti wrote to Ms. Southworth asking to see a copy of the  
18 Memorandum of Understanding entered into between the IAFF and City regarding religious  
19 accommodation options, which Ms. Southworth provided to him. Mr. Magnotti wrote in response  
20 on November 16, to communicate that he would choose "option A, the 40 hour work week for  
21 now." In explaining why he disagreed with the accommodation options offered, Mr. Magnotti  
22 wrote:

23                     . . . . Further, the city does not recognize natural immunity, of which I  
24 have tested positive.

25                     The most recent firefighters, to my knowledge, who have tested  
26 positive for Covid and have been on sick leave from work in Kirkland  
have been 'fully vaccinated.' There is no evidence I or any firefighter

1 in Kirkland who is unable to take this injection is any less safe to our  
2 peers or patients than anyone who has received the injections.

3 A true and correct copy of the email exchange between Mr. Magnotti and Ms. Southworth is  
4 attached hereto as Exhibit 16. As stated in CDC resources Mr. Magnotti indicated he had read as  
5 part of the City's process for requesting an exemption from the vaccination requirement, "Studies  
6 show that COVID-19 vaccines are effective, especially at keeping adults and children from getting  
7 seriously ill even if they do get COVID-19," and "COVID-19 vaccines are effective at protecting  
8 people from COVID-19 and help keep adults and children from getting seriously sick. COVID-19  
9 vaccines can reduce the risk of people spreading the virus that causes COVID-19." See September  
10 24, 2021 Religious Accommodation Request Form of Mr. Magnotti *and*  
11 <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow.html>.

12 31. Mr. Magnotti was granted an exemption from mandatory COVID-19 vaccination and  
13 assigned to a day-shift position in which his primary duties included conducting inspections. The  
14 accommodation was implemented effective November 22, 2021, and approved through December  
15 31, 2021, with possibility of extension. A true and correct copy of the Reasonable Accommodation  
16 Agreement signed by Mr. Magnotti and the City is attached as Exhibit 17.

17 **Accommodation of Firefighter/EMT Ryan Stevie:**

18 32. Firefighter/EMT Ryan Stevie requested an accommodation for his religious  
19 objection to the COVID-19 vaccine. Mr. Stevie initially asked to be allowed to "continue with  
20 current masking policy." A true and correct copy of Mr. Stevie's September 9, 2021 Religious  
21 Accommodation Request Form is attached hereto as Exhibit 18. In his September 2021 interactive  
22 process meeting, he informed Ms. Southworth that his requested accommodation was: "#3 – need to  
23 know the details." A true and correct copy of the City of Kirkland Religious Exemption Interactive  
24 Meeting form for Mr. Stevie is attached hereto as Exhibit 19.

25 33. As with the other firefighters requesting accommodation, on Friday, October 1, Ms.  
26 Southworth wrote to Mr. Stevie to inform him that his preferred option to remain on shift was no

1 longer available, but that he could select to move to day-shift duties or take an unpaid leave of  
2 absence beginning on October 18, 2021. On October 14, 2021, Ms. Southworth emailed Mr. Stevie  
3 with the day-shift accommodation agreement.

4 34. On October 14, 2021, Ms. Southworth emailed Mr. Stevie with the day-shift  
5 accommodation agreement. Upon reviewing the initial agreement, Mr. Stevie replied requesting  
6 several modifications to the agreement, including, among other things, removal of the requirement  
7 for subsequent vaccination if a vaccine was released that did not involve use of fetal stem cells in  
8 development, production, or testing; a change away from one of his supervisors; and modification  
9 to allow a flex schedule. Ms. Southworth subsequently provided a revised agreement. True and  
10 correct copies of the October 14<sup>th</sup> and 15<sup>th</sup>, 2021 emails exchanged between Ms. Southworth and  
11 Mr. Stevie are attached hereto as Exhibit 20.

12 35. Mr. Stevie was granted an exemption from mandatory COVID-19 vaccination and  
13 assigned to a day-shift position in which his primary duties included Aid lead, ED curriculum and  
14 training materials; his secondary duty was conducting inspections. The accommodation was  
15 implemented effective October 18, 2021, and approved through December 31, 2021, with  
16 possibility of extension. A true and correct copy of the October 13, 2021 Reasonable  
17 Accommodation Agreement signed by Mr. Stevie and the City is attached as Exhibit 21.

18 36. After lengthy negotiations, the City and the IAFF eventually agreed to a  
19 memorandum of understanding regarding reasonable accommodations, which was executed  
20 November 2021. A true and correct copy of the November 2021 MOU is attached as Exhibit 22.

21 37. On December 3, 2021, my executive assistant sent on my behalf emails to the  
22 accommodated employees relating to the expiration of their accommodation on December 31, 2021.  
23 The email advised the employees why the City could not continue the day-shift assignments past  
24 December 31, 2021, about options after that date, and how to reach out to Human Resources with  
25 other accommodation ideas they would like the City to consider. True and correct copies of the  
26 emails are attached as Exhibit 23.

DECLARATION OF JAMES LOPEZ - 12

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1           38. On December 8, the City and the IAFF met to discuss potential alternative  
2 accommodations and options. The City agreed to rehire unvaccinated employees for a period of two  
3 years following separation. A true and correct copy of the December 2021 MOU documenting the  
4 rehire agreement is attached as Exhibit 24.

5           39. As of January 1, 2022, two unvaccinated firefighters continue to be accommodated  
6 with a religious-based accommodation, and one unvaccinated firefighter has been provided an  
7 interim medical accommodation. Three unvaccinated firefighters were separated from employment  
8 effective December 31, 2021. Five unvaccinated firefighters remain employees of the City in some  
9 form of protected leave or other status but who are no longer being accommodated with a  
10 vaccination exemption.

11           40. None of the Kirkland Firefighter/EMTs identified in the lawsuit has filed an EEOC  
12 charge alleging a violation of Title VII.

13           41. None of the Kirkland Firefighter/EMTs identified in the lawsuit has filed a claim for  
14 damages from with the City. A copy of the City's claim for damages form and information  
15 regarding how to file a claim may be found on the City's website. See  
16 [https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/City-](https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/City-Clerk/File-a-Claim-for-Damages)  
17 [Clerk/File-a-Claim-for-Damages](https://www.kirklandwa.gov/Government/Departments/Finance-and-Administration/City-Clerk/File-a-Claim-for-Damages).

18           42. Kirkland has expended over \$3.75 million in response to COVID between March  
19 2020 and December 30, 2021. This includes Fire Overtime expenses estimated to be approximately  
20 \$1.4 million and COVID-related expenses (excluding Fire overtime and pandemic leave expenses)  
21 estimated to be approximately \$2.35 million. These expenses include the cost of facilities  
22 improvements, supplies, human services support, and EOC operations. The expenditures noted here  
23 are a subset of the total COVID-related expenditures of the City between March 2020 and  
24 December 30, 2021.

25  
26           I declare under penalty of perjury under the laws of the State of Washington that the

DECLARATION OF JAMES LOPEZ - 13

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1 foregoing is true and correct to the best of my knowledge.

2 EXECUTED this 5<sup>th</sup> day of January, 2022, at Kirkland, Washington.

3  
4 James Lopez  
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DECLARATION OF JAMES LOPEZ - 14

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**CERTIFICATE OF SERVICE**

I hereby certify that on this day I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

<b>Attorney(s) Name &amp; Address</b>	<b>Party(ies) Represented</b>	<b>Method of Service</b>
Tracy Tribbett Pacific Justice Institute 6404 Three Rivers Drive Pasco, WA 99301 <a href="mailto:ttribbett@pji.org">ttribbett@pji.org</a>	Plaintiffs	✓ Electronic Mail ✓ King County E-Service
Matt T. Paxton Richard A. Davis III Chmelik Sitkin & Davis P.S. 1500 Railway Avenue Bellingham, WA 98225 <a href="mailto:mpaxton@chmelik.com">mpaxton@chmelik.com</a> <a href="mailto:rdavis@chmelik.com">rdavis@chmelik.com</a>	Defendant Chief Doug McDonald and Northshore Fire Dept., a/k/a King County Fire Dist. #16	✓ Electronic Mail ✓ King County E-Service
Amanda Butler Paul J. Treisch Keating, Bucklin & McCormack, Inc. 801 Second Ave., Suite 1210 Seattle, WA 98104 <a href="mailto:abutler@kbmlawyers.com">abutler@kbmlawyers.com</a> <a href="mailto:ptriesch@kbmlawyers.com">ptriesch@kbmlawyers.com</a>	Defendants Puget Sound Regional Fire Authority, Districts #37 and #43; Chief Randy Fehr and Enumclaw Fire Dept.; Chief Matt Cowan and Shoreline Fire Dept.; King County Fire Dist. #4	✓ Electronic Mail ✓ King County E-Service
Lori M. Bemis McGavick Graves 1102 Broadway, Suite 500 Tacoma, WA 98402 <a href="mailto:lmb@mcgavick.com">lmb@mcgavick.com</a>	Defendant Chief Matt Morris and Puget Sound Regional Fire Authority, Districts #37 and #43	✓ Electronic Mail ✓ King County E-Service
Denise Ashbaugh Jonah O. Harrison Arete Law Group 1218 3rd Ave., Suite 2100 Seattle, WA 98101 <a href="mailto:dashbaugh@aretelaw.com">dashbaugh@aretelaw.com</a> <a href="mailto:jharrison@aretelaw.com">jharrison@aretelaw.com</a>	Defendants Chief Jay Hagen and Bellevue Fire Dept.; City of Bellevue	✓ Electronic Mail ✓ King County E-Service

DECLARATION OF JAMES LOPEZ - 15

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Attorney(s) Name & Address	Party(ies) Represented	Method of Service
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DATED this 3rd day of January, 2022.

s/ Colleen A. Broberg

Colleen A. Broberg, Legal Assistant